

FIRST AMENDMENT TO WASTE COLLECTION AGREEMENT

This First Amendment to Waste Collection Agreement (the "Agreement") is made and effective as of June 1, 2018, between City of Lincoln, an Illinois municipal corporation ("City") and Area Disposal Service, Inc., an Illinois corporation ("Contractor").

WHEREAS, City and Contractor are parties to that certain Waste Collection Agreement dated November 20, 2017 (the "Collection Agreement");

WHEREAS, City and Contractor wish to amend the Collection Agreement to effectuate certain changes and revisions thereof;

THEREFORE, City and Contractor agree as follows:

1. Section 2.4 of the Collection Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

2.4 Contractor shall provide every other week collection of Recyclable Materials from all Single-Family Dwellings in the City at the curbside or alley (if Residential Waste is collected at the alley) on designated days determined by the Lincoln City Council. Each Single-Family Dwelling shall be provided with a 35, 65 or 95 gallon recycling tote cart, free of charge, by Contractor, as selected by the resident. If a Single-Family dwelling requires more services than one tote, it may be obtained from Contractor for an additional charge of \$2.50 per month payable quarterly in advance by the resident of the Single-Family Dwelling. Contractor shall deliver the Recyclable Materials to a party which will cause them to be processed for recycling. Contractor shall have the right to retain the proceeds from the sale of the Recyclable Materials. Ordinarily there will be no more than one recyclable material container placed at the curb or alley by the occupants of each residence. However, residents will be allowed to supplement the single container with a generic container if the recycling tote cart is not large enough to accommodate a resident's needs. Recyclable Materials packed in such generic containers shall be collected by Contractor with all other recyclable material.

2. Sections 3.1, 3.2 and 3.3 of the Collection Agreement are hereby deleted in their entirety and the following are substituted in lieu thereof:

3.1 Effective June 1, 2018, the City shall pay Contractor for the collection, disposal and processing of Residential Waste from each Single Family Dwelling (both residents of a duplex will be charged) at the rates per month set forth below ("Disposal Fee"):

3/1/18	\$15.17 p/month	\$13.50 seniors/disabled
3/1/19	\$15.54 p/month	\$13.83 seniors/disabled
3/1/20	\$15.93 p/month	\$14.19 seniors/disabled
3/1/21	\$16.33 p/month	\$14.55 seniors/disabled
(Option Year 1)		
3/1/22	\$16.74 p/month	\$14.91 seniors/disabled
(Option Year 2)		

To be eligible for the senior/disabled rate the resident of a Single-Family Dwelling must be age sixty-five or older and/or is disabled. Upon seven (7) days' notice to Contractor, a resident of a Single-Family Dwelling may elect to suspend Residential Waste collection service for a minimum period of thirty (30) days and a maximum period of ninety (90) days.

3.2 As of June 1, 2018, the number of Single-Family Dwellings is 4,400. The number of Single-Family Dwellings can increase or decrease each month based upon agreement of the parties. When service starts on or before the 15th of each month, the total monthly charge shall be due. When service starts after the 15th of each month, no charges shall be payable until the following month. When service is discontinued on or before the 15th of each month, the total monthly charge shall be due for that month. If the house count dips below 4,400, at the request of the Contractor, the parties will renegotiate the monthly rate.

3.3 The City will bill each Single-Family Dwelling for solid waste and recycling collection services for the Disposal Fee through its utility billing system. The City will forward a monthly check to Contractor for the dollar amount of Disposal Fees actually collected for the preceding month minus a Collection Fee equal to \$1.20 per Single-Family Dwelling by the 15th of each month. The Collection Fee shall be increased annually by 2.5% commencing June 1, 2019. As used herein, "Collection Fee" means a monthly fee the City retains for each Single-Family Dwelling from which the City actually collects the Disposal Fee.

3. All other provisions of the Collection Agreement shall remain in full force and effect.